

(f) Morrell and Producer agree that the relationship between them is that of independent contractors. Nothing in this Agreement shall be deemed to constitute an appointment of either Producer or Morrell as agent, representative, partner, joint venture or employee of the other party. Neither Producer nor Morrell shall have, nor shall either represent itself as having, any right, power or authority to create any agreement or obligations, either express or implied, on behalf of, in the name of, or binding upon the other party, or to pledge the other's credit or to extend credit in the other's name unless the other party shall provide advance written consent thereto.

(g) The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, strictly neither for nor against any party hereto, and without implying a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the person who itself or through its agent prepared the same, it being agreed that representatives of both parties have participated in the preparation hereof.

(h) This Agreement shall not be exclusive to Producer, but instead may be offered by Morrell to other qualified, like-situated producers.

(i) Each of the parties hereto agrees to indemnify and hold the other party harmless from and against any and all loss, cost, liability, damage or expense, including, without limitation, reasonable attorneys' fees and disbursements caused or arising from, or in connection with, any breach by such party of any obligation arising under this Agreement.